

EXHIBIT A

Dance #: 21808

Dance Name: Maven

AHD. Houston, Inc. D/B/A

CENTERFOLDS

6166 Richmond Avenue, Houston, Texas 77057

DANCER PACKET

License and Access Agreement

Version #4

Issued September 12, 2019

I ACKNOWLEDGE THAT I HAVE THE OPTION OF COMPLETING A DOCUMENT ENTITLED "EMPLOYMENT AGREEMENT WITH AHD. HOUSTON, INC. D/B/A CENTERFOLDS" THROUGH SCHEDULING AN EMPLOYMENT INTERVIEW WITH THE COMPANY'S HUMAN RESOURCES DEPARTMENT AT (713) 999-1921. I VOLUNTARILY DECLINE TO SCHEDULE AN EMPLOYMENT INTERVIEW OR ENTER INTO THAT AGREEMENT. WHILE I WAS GIVEN AN OPTION OF ENTERING INTO AN EMPLOYMENT AGREEMENT OR THIS LICENSE AND ACCESS AGREEMENT I VOLUNTARILY CHOSE TO ENTER INTO THIS LICENSE AND ACCESS AGREEMENT, AND REFUSE ANY OPPORTUNITY TO BE EMPLOYED AS AN EMPLOYEE BY CENTERFOLDS.

DATE: 01/03/2019



[Signature]
Dancer Signature – Legal Name

Mauffere Pegh
Printed Name

CENTERFOLDS A.H.D. HOUSTON, INC.

6166 Richmond Avenue, Houston, Texas 77057

INFORMATION SHEET

THIS IS NOT AN EMPLOYMENT FORM.

EXAMPLE

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PLEASE PRINT NEATLY AND IN ALL CAPITAL LETTERS

TODAY'S DATE

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LEGAL LAST NAME

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IN CASE OF EMERGENCY,

CONTACT:

RELATIONSHIP

EMERGENCY PHONE#



EXPERIENCE:



I HAVE NEVER BEEN CONVICTED OF THE POSSESSION OF AN ILLEGAL DRUG.

I HAVE NEVER COMMITTED OR BEEN CONVICTED OF THE ACT OF PROSTITUTION.

I HAVE NEVER BEEN CONVICTED OF PUBLIC LEWDNESS.

SIGNATURE:

Mosley B2

DATE:

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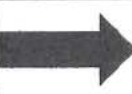
IF YOU HAVE BEEN ARRESTED FOR ANY OF THE ABOVE MENTIONED
OFFENSES OR FOR ANY FELONY, PLEASE EXPLAIN:

NATURE OF OFFENSE:

DATE:

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OUTCOME OF CONVICTION:



ALL ABOVE INFORMATION IS TRUE AND CORRECT

SIGNATURE:

Mosley B2

DATE:

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NOTE: YOUR SIGNATURE ON THIS FORM DOES NOT ENGAGE ANY TYPE OR FORM OF EMPLOYMENT.

(PLEASE DO NOT WRITE BELOW THIS LINE.)

Contracted By:

Contracted

Pending

DL: _____

Photo: _____

Orientation: _____

AHD. HOUSTON, INC. D/B/A CENTERFOLDS
LICENSE AND ACCESS AGREEMENT

1. AHD. Houston, Inc. d/b/a Centerfolds ("Centerfolds") grants access to the Dancer whose name is set forth below (the "Dancer") to perform entertainment services at Centerfolds, subject to the *Policies Regarding Dancer Conduct* which is attached and incorporated as if fully set forth in this Agreement. In consideration for Centerfolds allowing the Dancer to perform entertainment services at Centerfolds, the Dancer enters into this License and Access Agreement (the "Agreement").
2. The Dancer represents to Centerfolds that she has knowledge and experience in the adult entertainment industry and is familiar with industry standards and practices for a professional adult entertainer. The Dancer further acknowledges that her performances will be in compliance with general industry standards and all applicable laws, ordinances and regulations.
3. The Dancer shall determine the method, details, and means of performing entertainment services at Centerfolds. The Dancer shall also determine her schedule in performing the services, including but not limited to, her ability to arrive and leave the premises at any time without penalty. It is specifically understood that the Dancer sets her own schedule of when and what hours she works. The Dancer agrees to supply all of her own costumes, beauty aids, and other apparel necessary for her performance as an entertainer, which must comply with all applicable laws, ordinances and regulations. Centerfolds shall not control in any way the choice of costumes and/or wearing apparel made by the Dancer, although Centerfolds expects the Dancer to appear at all times in apparel that is consistent with industry standards for a professional adult entertainer. The Dancer has the right to choose her own music. Nothing in this Agreement shall require the Dancer to perform exclusively at Centerfolds. The Dancer retains the right, and is free, to work or perform at other businesses and at other locations, including Centerfolds' competitors.
4. The Dancer understands that Centerfolds will not pay her any hourly wage or overtime pay, advance or reimburse her for any business-related expenses, or provide to her any other employee related benefits. The Dancer acknowledges that she will receive no compensation from Centerfolds, that her compensation shall be comprised solely of monies received from customers and not Centerfolds, and that the Dancer assumes both the full risk of loss and reward of profit as a result of services she performs. It is further acknowledged that all equipment and materials required to perform the work shall be provided by the Dancer at her own expense. Since she is not an employee, the Dancer understands that she is not entitled to receive any workers' compensation benefits or unemployment compensation benefits and waives any claim for any employee related benefits.
5. The Dancer acknowledges and agrees that she is not an employee of Centerfolds. It is the express intention of the parties that the Dancer is, and shall remain during the term of this agreement, a licensee granted access to Centerfolds and not be deemed an agent, servant, or employee of Centerfolds for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Dancer and Centerfolds. The parties acknowledge that the Dancer is not an agent, servant, or employee of Centerfolds under state law (including, but not limited to, the Texas Alcoholic

Beverage Code) and federal law (including, but not limited to, the Fair Labor Standards Act) or any other purpose. The parties acknowledge and represent that they each are engaged in their own separate and independent business activities. Accordingly, the parties specifically disavow any employment relationship between them, and that they agree that this Agreement shall not be interpreted as creating an employer/employee relationship or any contract for employment. Entertainer acknowledges and represents that she is providing no services for or to the Club, and that the Club does not employ her in any capacity. Accordingly:

- a. Dancer represents that she does not desire to perform as an employee of the club subject to the employment terms and conditions outlined in the offered "Employment Agreement" but, rather, desires to perform as an independent professional entertainer consistent with the other provisions of this agreement. Dancer understands and acknowledges that by entering into this agreement and by performing pursuant to its terms, she is expressly representing to the club that she does not desire to enter into an employment relationship with the club; and
 - b. Dancer understands that the club will not pay her any hourly wage or overtime pay, advance or reimburse her for any business-related expenses, or provide to her any other employee-related benefits, and that she is not entitled to receive any worker's compensation benefits or any unemployment insurance benefits unless entertainer provides her own worker's compensation insurance coverage and unemployment compensation coverage. The Parties specifically disavow any employment relationship within the meaning of the Texas Workers' Compensation Act, and agree that the Entertainer is not an employee of the Club within the meaning of the Act;
 - c. Centerfolds and Dancer acknowledge and represent that if the relationship between them was that of employer and employee, the Club would collect, and would retain, no less than one-half of all Entertainment Fees paid by customers to Entertainer. Thus, Entertainer specifically acknowledges that in the event of an Employer/Employee relationship Entertainment Fees would and shall be deemed, both contractually and as a matter of law, the property of the Club, and not the property of the Entertainer.
6. The Dancer shall maintain accurate records of all income generated using Centerfolds' facilities and the Dancer is solely responsible for all taxes, fees and assessments for any and all income generated using Centerfolds' facilities in the operation of her business. The Dancer is responsible for reporting her income and paying her own income taxes and other taxes of every description incidental to her self-employment. The Dancer agrees to indemnify and/or reimburse Centerfolds if Centerfolds is required to pay any taxes on the Dancer's behalf.
7. The Dancer shall be solely responsible for obtaining and maintaining, at Dancer's sole cost and expense, all necessary business licenses and permits and insurance including, but not limited

to, health and disability insurance, and for paying all federal, state and local taxes and contributions imposed upon any income earned by Dancer at Centerfolds.

8. Centerfolds and the Dancer shall have the right to terminate this Agreement at any time and for any reason, or for no reason at all. No party shall have liability for any damages resulting from either party's exercise of its right to terminate this Agreement.

9. This Agreement, and the incorporated *Policies Regarding Dancer Conduct*, represents the entire agreement of the parties as to the matters contained in this Agreement. Any amendment of this Agreement shall be effective only if it is in writing and signed by the parties.

10. This Agreement shall not be assigned by the Dancer. Any attempted assignment of this Agreement by the Dancer shall be null and void and shall result in the immediate suspension and/or termination of this Agreement.

11. In the event, any action is commenced to enforce or interpret the terms or conditions of this Agreement, Centerfolds shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

12. THE DANCER SHALL INDEMNIFY, HOLD HARMLESS AND PAY FOR CENTERFOLDS' DEFENSE FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR LIABILITY, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE DANCER'S RELATIONSHIP WITH CENTERFOLDS, INCLUDING LIABILITY ARISING FROM CENTERFOLDS' OWN NEGLIGENCE.

13. ARBITRATION POLICY.

(A) THE PARTIES AGREE THAT ANY AND ALL COVERED DISPUTES, CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ANY MATTER RELATED TO ALLEGED EMPLOYMENT, ALLEGED TERMS OR CONDITIONS OF EMPLOYMENT, OR ANY ALLEGED RELATIONSHIP OTHER THAN THAT OF A LICENSEE THAT THE DANCER MAY HAVE AGAINST CENTERFOLDS, ITS OWNERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, OR AGENTS (HEREINAFTER, COLLECTIVELY REFERRED TO AS "CENTERFOLDS") OR THAT CENTERFOLDS MAY HAVE AGAINST THE DANCER SHALL BE SUBMITTED EXCLUSIVELY TO AND DETERMINED EXCLUSIVELY BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ. ("FAA").

(B) "COVERED DISPUTES, CLAIMS AND CONTROVERSIES" INCLUDE, BUT ARE NOT LIMITED TO, ANY AND ALL DISPUTES, CLAIMS AND CONTROVERSIES THAT AROSE BEFORE AND/OR AFTER THIS ARBITRATION POLICY WENT INTO EFFECT, ARISING UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA"), TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 ("TITLE VII"), THE AMERICANS WITH DISABILITIES ACT ("ADA"), THE FAMILY AND MEDICAL LEAVE ACT ("FMLA"), THE FAIR LABOR STANDARDS ACT ("FLSA"), 42 U.S.C. §

1981, INCLUDING AMENDMENTS TO ALL THE FOREGOING STATUTES, THE EMPLOYEE POLYGRAPH PROTECTION ACT ("EPPA"), THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT ("ERISA"), OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA"), THE TEXAS COMMISSION ON HUMAN RIGHTS ACT ("TCHRA"), ANY OTHER CLAIMS ARISING UNDER FEDERAL OR TEXAS STATE LAW, AND/OR COMMON LAW CLAIMS REGULATING EMPLOYMENT TERMINATION, MISAPPROPRIATION, THE LAW OF CONTRACT OR THE LAW OF TORT, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR MALICIOUS PROSECUTION, INTENTIONAL/NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS OR DEFAMATION.

DISPUTES, CLAIMS AND CONTROVERSIES THAT, BY LAW, CANNOT BE SUBJECT TO ARBITRATION ARE NOT COVERED BY THIS ARBITRATION POLICY. CLAIMS THAT ARE NOT COVERED ARE (I) FOR UNEMPLOYMENT COMPENSATION AND WORKERS' COMPENSATION (WHICH THE DANCER AGREES THAT SHE IS NOT ELIGIBLE TO RECEIVE) AND (II) THE RIGHT TO FILE AN UNFAIR LABOR PRACTICE CHARGE UNDER THE NATIONAL LABOR RELATIONS ACT ("NLRA").

NOTHING IN THIS ARBITRATION POLICY PROHIBITS THE DANCER FROM FILING AT ANY TIME A CHARGE OR COMPLAINT WITH A GOVERNMENT AGENCY SUCH AS THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("EEOC"). HOWEVER, UPON RECEIPT OF A RIGHT TO SUE LETTER OR SIMILAR ADMINISTRATIVE DETERMINATION, THE DANCER'S CLAIMS BECOME SUBJECT TO ARBITRATION.

(C) ANY AND ALL COVERED DISPUTES, CLAIMS AND CONTROVERSIES SHALL BE SUBMITTED TO THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), OR ITS SUCCESSOR, INITIALLY FOR MEDIATION, AND IF THE MATTER IS NOT RESOLVED THROUGH MEDIATION, THEN IT SHALL BE SUBMITTED TO THE AAA, OR ITS SUCCESSOR, FOR FINAL AND BINDING ARBITRATION. EITHER PARTY MAY COMMENCE MEDIATION BY PROVIDING TO THE AAA AND THE OTHER PARTY A WRITTEN REQUEST FOR MEDIATION, SETTING FORTH THE SUBJECT OF THE DISPUTE, CLAIM OR CONTROVERSY AND THE RELIEF REQUESTED. THE PARTIES WILL COOPERATE WITH THE AAA AND WITH ONE ANOTHER IN SELECTING A MEDIATOR FROM THE AAA PANEL OF NEUTRALS, AND IN SCHEDULING THE MEDIATION PROCEEDING.

(D) THE PARTIES AGREE THAT THEY WILL PARTICIPATE IN ANY MEDIATION CONDUCTED BY THE AAA IN GOOD FAITH. ALL OFFERS, PROMISES, CONDUCT AND STATEMENTS, WHETHER ORAL OR WRITTEN, MADE IN THE COURSE OF THE MEDIATION BY ANY OF THE PARTIES, THEIR AGENTS, EMPLOYEES, EXPERTS, AND ATTORNEYS, AND BY THE MEDIATOR OR ANY OF THE PARTIES, THEIR AGENTS, EMPLOYEES, EXPERTS AND ATTORNEYS, AND BY THE MEDIATOR OR ANY AAA EMPLOYEES, ARE CONFIDENTIAL, PRIVILEGED AND INADMISSIBLE FOR ANY PURPOSE, INCLUDING IMPEACHMENT, IN ANY ARBITRATION OR OTHER PROCEEDING INVOLVING THE PARTIES, PROVIDED

THAT EVIDENCE THAT IS OTHERWISE ADMISSIBLE OR DISCOVERABLE SHALL NOT BE RENDERED INADMISSIBLE OR NON-DISCOVERABLE AS A RESULT OF ITS USE IN THE MEDIATION.

(E) EITHER PARTY MAY INITIATE ARBITRATION WITH RESPECT TO THE MATTERS SUBMITTED TO MEDIATION BY FILING A WRITTEN DEMAND FOR ARBITRATION AT ANY TIME FOLLOWING THE INITIAL MEDIATION SESSION OR 45 DAYS AFTER THE DATE OF FILING THE WRITTEN REQUEST FOR MEDIATION, WHICHEVER OCCURS FIRST. THE PARTIES MAY SETTLE THEIR DISPUTE AT ANY TIME WITHOUT INVOLVEMENT OF THE ARBITRATOR, AND THE MEDIATION MAY CONTINUE AFTER THE COMMENCEMENT OF ARBITRATION IF THE PARTIES SO DESIRE. UNLESS OTHERWISE AGREED BY THE PARTIES, THE MEDIATOR SHALL BE DISQUALIFIED FROM SERVING AS THE ARBITRATOR IN THE CASE. THERE SHALL BE ONE ARBITRATOR, NAMED IN ACCORDANCE WITH THE AAA, AND THE ARBITRATOR SHALL DECIDE THE DISPUTE IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAW. ANY COVERED DISPUTES, CLAIMS AND CONTROVERSIES NOT ASSERTED DURING ARBITRATION SHALL BE DEEMED WAIVED AND PRECLUDED. THE ARBITRATOR SHALL HAVE THE POWER TO HEAR AND CONSIDER AS MANY CLAIMS AS THE DANCER OR CENTERFOLDS MAY HAVE AGAINST EACH OTHER CONSISTENT WITH THE TERMS OF THIS AGREEMENT.

(F) ARBITRATION MUST BE INITIATED IN ACCORDANCE WITH THE TIME LIMITS CONTAINED IN THE APPLICABLE SUBSTANTIVE LAW'S STATUTE OF LIMITATIONS.

(G) THE PARTIES AGREE THAT THE AAA, AS WELL AS ANY MEDIATOR OR ARBITRATOR APPOINTED BY THE AAA OR AGREED TO BY THE PARTIES, HAS NO AUTHORITY TO AND SHALL NOT CONSOLIDATE CLAIMS OF DIFFERENT EMPLOYEES INTO ONE PROCEEDING, NOR SHALL THE ARBITRATOR HAVE THE POWER TO HEAR AN ARBITRATION AS A CLASS OR COLLECTIVE ACTION (A CLASS OR COLLECTIVE ACTION INVOLVES AN ARBITRATION OR LAWSUIT WHERE REPRESENTATIVE MEMBERS OF A GROUP WHO CLAIM TO SHARE A COMMON INTEREST SEEK CLASS OR COLLECTIVE RELIEF). THE DANCER AGREES THAT SHE SHALL NOT BE ALLOWED TO SUBMIT ANY DISPUTE(S), CLAIM(S) OR CONTROVERSY(IES) AGAINST CENTERFOLDS TO ARBITRATION AS A REPRESENTATIVE OF OR PARTICIPANT IN A CLASS OR COLLECTIVE ACTION OR A CLAIM SEEKING CLASS OR COLLECTIVE RELIEF. IF THERE ARE ANY DIFFERENCES BETWEEN THIS AGREEMENT AND THE AAA'S RULES AND MEDIATION PROCEDURES, THIS AGREEMENT SHALL APPLY.

(H) NEITHER CENTERFOLDS NOR THE DANCER CAN FILE A CIVIL LAWSUIT IN COURT AGAINST THE OTHER PARTY RELATING TO ANY COVERED DISPUTES, CLAIMS AND CONTROVERSIES. IF A PARTY FILES A LAWSUIT IN COURT TO RESOLVE DISPUTES, CLAIMS AND CONTROVERSIES SUBJECT TO ARBITRATION, BOTH PARTIES AGREE THAT THE COURT SHALL DISMISS THE

LAWSUIT AND REQUIRE THE DISPUTES, CLAIMS AND CONTROVERSIES TO BE RESOLVED THROUGH ARBITRATION.

(I) THE PROVISIONS OF THIS ARBITRATION POLICY MAY BE ENFORCED BY ANY COURT OF COMPETENT JURISDICTION. IF ANY TERM OR PROVISION, OR PORTION OF THIS ARBITRATION POLICY IS DECLARED VOID OR UNENFORCEABLE, IT SHALL BE SEVERED, AND THE REMAINDER OF THIS ARBITRATION POLICY SHALL BE ENFORCEABLE. THIS ARBITRATION POLICY MAY BE MODIFIED, IN WHOLE OR IN PART, OR TERMINATED BY CENTERFOLDS ONLY AFTER CENTERFOLDS PROVIDES AT LEAST 30 DAYS WRITTEN NOTICE OF SUCH MODIFICATION OR TERMINATION TO THE DANCER, AND ONLY WITH RESPECT TO CLAIMS SUBMITTED UNDER THE POLICY WHICH ARE RECEIVED AFTER THE EFFECTIVE DATE OF SUCH MODIFICATION OR TERMINATION.

(J) ANY MEDIATION OR ARBITRATION WILL BE CONDUCTED IN THE CITY OF HOUSTON, TEXAS, IN ACCORDANCE WITH THE FAA. THE ARBITRATION POLICY DOES NOT INFRINGE ON EITHER PARTY'S RIGHT TO CONSULT WITH AN ATTORNEY AT ANY TIME. EACH PARTY SHALL BEAR THEIR OWN ATTORNEY'S FEES, COSTS AND FILING FEES, EXCEPT AS MAY BE ORDERED BY THE ARBITRATOR PURSUANT TO THE ARBITRATION RULES.

(K) THIS ARBITRATION POLICY AMENDS AND MODIFIES ANY PRIOR ABRITRATION AGREEMENTS IN EFFECT BETWEEN THE PARTIES.

14. WAIVER OF CLASS OR COLLECTIVE CLAIMS.

ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY COVERED DISPUTES, CLAIMS AND CONTROVERSIES TO BE ARBITRATED ON A COLLECTIVE OR CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. THE ARBITRATOR'S AUTHORITY TO RESOLVE AND MAKE WRITTEN AWARDS IS LIMITED TO CLAIMS BETWEEN THE DANCER AND CENTERFOLDS ALONE. NO ARBITRATION AWARDS OR DECISION WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE WITH ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

15. CENTERFOLDS AND THE DANCER AGREE THAT IF, UPON ANY RULING OR DECISION OF AN ARBITRATOR, COURT OR OTHER TRIBUNAL WITH JURISDICTION OVER THE MATTER THAT THE RELATIONSHIP BETWEEN CENTERFOLDS AND THE DANCER IS ONE OF EMPLOYER AND EMPLOYEE, THE DANCER SHALL SURRENDER, REIMBURSE AND PAY TO CENTERFOLDS ALL MONEY RECEIVED BY THE DANCER AT ANY TIME SHE PERFORMED ON THE PREMISES OF CENTERFOLDS – ALL OF WHICH WOULD OTHERWISE HAVE BEEN COLLECTED AND KEPT BY CENTERFOLDS HAD THE PARTIES NOT ENTERED INTO THIS LICENSE AGREEMENT, AND THE DANCER SHALL



IMMEDIATELY PROVIDE A FULL ACCOUNTING TO CENTERFOLDS OF ALL INCOME WHICH SHE RECEIVED DURING THE RELEVANT TIME PERIOD. IN THE EVENT THAT THE DANCER FAILS TO REPAY CENTERFOLDS AS PROVIDED IN THIS PARAGRAPH, CENTERFOLDS SHALL BE ENTITLED TO OFFSET ANY WAGE OBLIGATION BY ANY AMOUNT NOT RETURNED BY THE DANCER.

16. THE SUBMISSION OF AN APPLICATION, AUDITION AS A DANCER, ACCEPTANCE AS A DANCER OR THE CONTINUED PERFORMANCE AS A DANCER SHALL BE DEEMED TO BE ACCEPTANCE OF THIS ARBITRATION POLICY AND WAIVER OF CLASS OR COLLECTIVE ACTION CLAIMS. NO SIGNATURE SHALL BE REQUIRED FOR THE ARBITRATION POLICY TO BE APPLICABLE. THE MUTUAL OBLIGATIONS SET FORTH IN THE ARBITRATION POLICY SHALL CONSTITUTE A CONTRACT BETWEEN THE DANCER AND CENTERFOLDS BUT SHALL NOT CHANGE THE RIGHT OF EITHER PARTY TO TERMINATE THE LICENSE AGREEMENT AT WILL BY EITHER PARTY, WITH OR WITHOUT NOTICE TO THE OTHER PARTY.

DATE: 01-03-20

➡ 
Dancer Signature Legal Name

AHD. Houston, Inc. d/b/a Centerfolds
by its Manager

➡ Mon Azore Bayh
Printed Legal Name of Dancer

Printed Name of Manager

AHD. HOUSTON, INC. D/B/A CENTERFOLDS

Policies Regarding Dancer Conduct


A. Introduction

These *Policies Regarding Dancer Conduct* are part of the Dancer License and Access Agreement and are binding upon the parties to that Agreement, including AHD. Houston, Inc. d/b/a Centerfolds ("Centerfolds") and the Dancer whose name is set forth below. This document sets forth Centerfolds' policies regarding the conduct of Dancers. Compliance with these policies is a condition of your continued license to perform entertainment services at Centerfolds and any violation of these policies may result in immediate suspension and/or termination of your license to perform entertainment services at Centerfolds.

Centerfolds has a zero-tolerance policy regarding violation of the laws of the State of Texas and City Ordinances, including, but not limited to, prostitution and the delivery, possession, manufacture or use of drugs or controlled substances. Any violation of the laws of the State of Texas or City Ordinances will result in immediate suspension and/or termination of your license to perform entertainment services at Centerfolds.

Centerfolds does not and will not maintain a place to which persons habitually go for any of the following twenty-seven (27) purposes. Furthermore, neither Centerfolds, its owners nor its management will knowingly tolerate any of this type of activity, and the employees, managers, and all others associated with Centerfolds have been instructed to make reasonable steps to abate any of this type of activity. If an employee, dancer, or others are believed to be engaging in any of these twenty-two activities, they will be subject to immediate suspension and/or termination:


- (1) discharge of a firearm in a public place as prohibited by the Penal Code;
- (2) reckless discharge of a firearm as prohibited by the Penal Code;
- (3) engaging in organized criminal activity as a member of a combination as prohibited by the Penal Code;
- (4) delivery, possession, manufacture, or use of a controlled substance in violation of Chapter 481, Health and Safety Code;
- (5) gambling, gambling promotion, or communicating gambling information as prohibited by the Penal Code;
- (6) prostitution, promotion of prostitution, or aggravated promotion of prostitution as prohibited by the Penal Code;
- (7) compelling prostitution as prohibited by the Penal Code;
- (8) commercial manufacture, commercial distribution, or commercial exhibition of obscene material as prohibited by the Penal Code;
- (9) aggravated assault as described by Section 22.02, Penal Code;
- (10) sexual assault as described by Section 22.011, Penal Code;
- (11) aggravated sexual assault as described by Section 22.021, Penal Code;
- (12) robbery as described by Section 29.02, Penal Code;
- (13) aggravated robbery as described by Section 29.03, Penal Code;
- (14) unlawfully carrying a weapon as described by Section 46.02, Penal Code;

Dancer's Initials: MB 

- (15) murder as described by Section 19.02, Penal Code;
- (16) capital murder as described by Section 19.03, Penal Code;
- (17) continuous sexual abuse of young child or children as described by Section 21.02, Penal Code;
- (18) massage therapy or other massage services in violation of Chapter 455, Occupations Code;
- (19) employing a minor at a sexually oriented business as defined by Section 243.002, Local Government Code;
- (20) trafficking of persons as described by Section 20A.02, Penal Code;
- (21) sexual conduct or performance by a child as described by Section 43.25, Penal Code;
- (22) employment harmful to a child as described by Section 43.251, Penal Code;
- (23) criminal trespass as described by Section 30.05, Penal Code;
- (24) disorderly conduct as described by Section 42.01, Penal Code;
- (25) arson as described by Section 28.02, Penal Code;
- (26) criminal mischief as described by Section 28.03, Penal Code, that causes a pecuniary loss of \$500 or more; or
- (27) a graffiti offense in violation of Section 28.08, Penal Code.

B. General Policies

1. All Dancers must be at least 18 years old, and no person under the age of 18 years shall be allowed in Centerfolds during hours of operation.
2. All Dancers are subject to criminal background checks. Any conviction for a drug or prostitution related offense is a basis for immediate suspension and/or termination of your license to perform entertainment services at Centerfolds. A criminal background check will be conducted on all persons given access to Centerfolds to perform entertainment services pursuant to the License and Access Agreement. Centerfolds will not knowingly hire or contract for the services of a person, or grant a License or Access Agreement, to any person for whom a background check reveals a conviction within sixty (60) months for delivery, possession, manufacture, or use of a controlled substance in violation of Chapter 481 of the Health and Safety Code, or prostitution, promotion of prostitution, aggravated promotion of prostitution or compelling prostitution. Centerfolds will abide by all applicable laws, rules and regulations including, but not limited to, any equal opportunity laws, rules, regulations or applicable ordinances.
3. Any questions regarding policies, procedures, or information regarding the club's operations should be directed to club management.
4. Do not engage in conversations regarding exchanging sex for a fee. Offering to engage in sex for a fee is prostitution under the Texas Penal Code.
5. Smoking is only permitted in designated outdoor smoking areas. Absolutely no smoking is permitted inside the club. HOUSTON MUNICIPAL CODE OF ORDINANCES § 21-236.

Dancer's Initials: MB 

6. Centerfolds is not responsible for personal property anywhere on the premises, including the parking lot.
7. Under-age (persons under 21 years old) alcohol consumption is strictly prohibited and will result in immediate suspension and/or termination.
8. Harassment of any type is strictly prohibited and is in violation of company policy, including, but not limited to, harassment based on disability, marital status, national origin, age, race, religion, sex, or sexual preference. Any incidents of harassment should be reported to club management immediately. If a club manager is the individual harassing you or if a club manager is not responsive to your complaint, then you should report the harassment and non-responsiveness to another manager.
9. Direct all customer complaints to a manager on duty.
10. No weapons or illegal substances are permitted on the premises. Dancers will not be admitted to the premises if they have been drinking or appear to be intoxicated. To ensure compliance with Chapters 21 and 29 of the Texas Penal Code, as well as Chapter 481 of the Texas Health and Safety Code, Dancers' purses, gym bags, or any other bags or containers may be thoroughly searched and inspected upon entry of the premises and during the shift.
11. All lockers and personal belongings are subject to search by management at any time.
12. All Dancers must sign in at the door upon arrival at the club.
13. Anyone causing any type of disturbance or causing a scene will be ejected from the premises.
14. Only management, kitchen personnel, and wait staff are permitted entry to the kitchen area.
15. Do not bring alcoholic beverages into the club or leave the club with an alcoholic beverage.
16. Do not possess, discuss, consume, or deal illegal drugs on the premises. Any prescription medication must be in the proper, labeled bottle, and contain no more than the amount or dosage indicated on the prescription label. Centerfolds has a zero-tolerance policy with respect to the possession, use, consumption or sale of illegal narcotics and any violation of this policy will result in the immediate suspension and/or termination of your license to perform entertainment services at Centerfolds. Further, you may not offer, sell, give, loan, or dispense to any person any prescription medication you may have.
17. Have proper, valid, or acceptable identification with you while on the premises.
18. Inform management immediately if you have a problem with a customer; you see any customer, dancer, or employee in possession of a weapon; any employee, dancer, or customer tries to sell or ask you for illicit drugs; a customer is soliciting prostitution; you have a problem with a

Dancer's Initials:

mb 

dancer, employee, or customer; any dancer, employee, or customer is rude or offensive to you or anyone else on the premises.

19. THERE IS NO MANDATORY TIP SHARING ARRANGEMENT AMONG MANAGEMENT, DANCERS, AND EMPLOYEES. IF YOU CHOOSE TO VOLUNTARILY TIP ANY MANAGER, DANCER, WAITRESS, BUS BOY, DJ, VALET, OR ANY OTHER INDIVIDUAL AFFILIATED WITH CENTERFOLDS, YOU DO SO AT YOUR SOLE DISCRETION.

20. The club is not a collection agency for the dancers. All income claimed from disputed credit card tabs and checks will be paid by the dancer to the club until such time as the dispute has been resolved. The club is not responsible for taking any further action.

21. Managers and employees are responsible to assure compliance with all applicable city ordinances and state laws, including but not limited to the Texas Alcoholic Beverage Code.

22. Dancers are prohibited from soliciting drinks from customers.

23. Dancers may not serve alcoholic beverages and may not provide beverage containers designated for employees to customers. Dancers may not consume alcoholic beverages in containers designated for employees.

24. Fighting is strictly prohibited.

C. Specific Rules Regarding the Conduct of Dancers

Dancers must have their genitals covered at all times that they are in the public areas of the premises (i.e., areas other than the dressing room).


No dancer will engage in any of the following sexual activities while on Centerfolds' premises:

- a. acts of masturbation, sexual intercourse or sodomy;
- b. fondling or other erotic touching of genitals;
- c. any combination of the foregoing.

Any dancer who violates this policy will be subject to immediate suspension and/or termination of their license to perform entertainment services at Centerfolds. Any manager who knowingly allows any dancer to violate these policies will be subject to suspension and/or termination. The potential criminal penalty for engaging in the prohibited conduct mentioned above or for failing to properly cover the aforementioned anatomical areas is up to a \$4,000.00 fine and up to one year in jail, or both.

D. Drug & Criminal Activity Policies

Centerfolds has a zero-tolerance policy regarding the use or possession of illegal drugs on its premises. **By signing the certification page regarding these policies, all dancers consent to**

Dancer's Initials: mb 

the inspection of their lockers, purses, and any baggage at any time by management of Centerfolds. Any dancer or other employee suspected of using or possessing illegal drugs will be immediately terminated and may be reported to the police. All dancers consent to having their purses and other baggage searched by a representative of management upon arrival at the club and prior to entering the main area of the club from the lobby or at any other time.

The following acts are specifically prohibited by Centerfolds and any entertainer convicted of engaging in any of these acts is subject to immediate suspension and/or termination of their license to perform entertainment services at Centerfolds.

a. **Prostitution.** A person commits an offense of prostitution if she knowingly offers to engage, agrees to engage, or engages in sexual conduct for a fee. Prostitution is a Class B misdemeanor which can result in a fine of up to \$2,000.00 and up to 180 days in jail, or both. There is no requirement that sex actually take place, merely agreeing to have sex for a fee, whether you intend for the sex to actually take place, is a crime. **Agreeing or offering to have sex for a fee even though you do not intend to do so is a violation of the law.**


b. **Promotion of prostitution.** A person commits an offense if, acting other than as a prostitute receiving compensation for personally rendered prostitution services, she knowingly (1) receives money or other property pursuant to an agreement to participate in the proceeds of prostitution; or (2) solicits another to engage in sexual conduct with another person for compensation. Promotion of prostitution is a Class A misdemeanor which can result in a fine of up to \$4,000.00 and up to one year in jail, or both.

c. **Aggravated promotion of prostitution.** A person commits an offense if she knowingly owns, invests in, finances, controls, supervises, or manages a prostitution enterprise that uses two or more prostitutes. Aggravated promotion of prostitution is a 3rd degree felony which can result in a \$10,000.00 fine and two to ten years in prison, or both.

d. **Public lewdness.** A person commits an offense if she knowingly engages in any of the following acts in a public place, or, if not in a public place, she is reckless about whether another is present who will be offended or alarmed by her: (1) act of sexual intercourse; (2) act of deviate sexual intercourse, including oral or anal sex; or (3) act of sexual contact. Public lewdness is a Class A misdemeanor which can result in a fine or up to \$4,000.00 and up to one year in jail, or both.

e. **Indecent exposure.** A person commits an offense if she exposes her anus or any part of her genitals with intent to arouse or gratify the sexual desire of any person, and she is reckless about whether another is present who will be offended or alarmed by her act. Indecent exposure is a Class A misdemeanor which can result in a fine of up to \$4,000.00 and up to one year in jail, or both. A second conviction for indecent exposure can also result in being subject to the sex offender registration program for ten years. Exposure is also a liquor code violation punishable by a fine of up to \$1,000.00 and one year in jail, or both.

f. **Trafficking of persons.** A person commits a felony if the person knowingly traffics another person with the intent that the trafficked person engage in: (1) forced labor or services; or

Dancer's Initials: MB 

(2) prostitution, the promotion of prostitution, the aggravated promotion of prostitution, or compelling prostitution. If you feel you are the victim of trafficking or human trafficking you are encouraged to call the Polaris Project Hotline at 1-888-373-7888, contact any club manager and ask for help, call Manager Bob Furey at (512) 801-5599, call Manager Jere Gibbons at (832) 588-1011, or call the club's attorney Casey Wallace at (713) 999-1921.

g. The Dancer whose name appears below, and whose initials are on each page of the License and Access Agreement, acknowledges that she has received written materials from Centerfolds regarding human trafficking and further acknowledges she has read and understands the contents of this material. The Dancer further acknowledges that Centerfolds has provided her with a briefing on human trafficking awareness issues. Should the Dancer have any questions concerning human trafficking, she is encouraged to speak with Club management.

Any dancer who violates these policies will be subject to immediate suspension and/or termination of their license to perform entertainment services at Centerfolds. Any manager who knowingly allows any dancer to violate these policies will be subject to suspension and/or termination. Additionally, any dancer or employee who is suspected of any illegal activity, whether or not listed in these policies, is subject to suspension and/or termination.

Except in the case of fire or other emergency, the Dancers will enter and exit the Club only through the front door.

In the event a Dancer's license is terminated or suspended pursuant to these Policies Regarding Dancer Conduct or the Dancer License and Access Agreement, that Dancer shall not be permitted to enter the Club's premises for any purpose.

E. Certification and Signature

I hereby certify that I have read, understand, and agree to comply with Centerfolds' Policies Regarding Dancer Conduct and that I consent to being searched by management at any time that I am on the club's premises.



Signature – Legal Name:

Montez Bar



Printed Legal Name:

Montez Bar



Date Signed:

01-03-2020

Manager's Signature: _____

I, (print your full legal name in this space) Montrese Byrd have read and understood the foregoing License and Access Agreement between myself and AHD. Houston, Inc. d/b/a Centerfolds along with the Policies Regarding Dancer Conduct, and I hereby make the following affirmative statements:

- 1 I acknowledge that I was provided with a document entitled "Employment Agreement with AHD. Houston, Inc. d/b/a Centerfolds and I voluntarily declined to enter into that Agreement. While I was given an option of entering into an Employment Agreement or this License and Access Agreement I voluntarily chose to enter into this License and Access Agreement. MB
Initials
- 2 I was not under any duress, threat, coercion or intimidation when I signed this Agreement. MB
Initials
- 3 I was not promised anything of value to sign this Agreement. MB
Initials
- 4 I was fully clothed when I signed this Agreement. MB
Initials
- 5 I was given an opportunity so ask any questions I had pertaining to this Agreement and all of my questions were fully answered. MB
Initials
- 6 The Agreement was fully explained to me by Management including, but not limited to, the provisions pertaining to arbitration and class or collective action waiver. MB
Initials
- 7 I was informed that if I desired to take this Agreement to an attorney and obtain advice prior to signing it that I was welcome to do so. I voluntarily and knowingly waived my right to do so. MB
Initials
- 8 When I signed this Agreement I was not under the influence of alcohol, any narcotic or other substance that would affect my understanding and assent to this Agreement. MB
Initials

Printed Legal Name Montrese Byrd Signature Montrese Byrd Date 01-03-20

Manager _____ Signature _____ Date _____